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March 27, 2006

VIA ELECTRONIC SUBMISSION

Marlene H. Dortch
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, DC 20554

Re: Notice of Permitted *Ex Parte* Contacts, In the Matter of Petition for Rulemaking of Fibertech Networks LLC, Docket No. RM-11303

Dear Ms. Dortch:

The purpose of this letter is to advise the Commission of permitted *ex parte* contacts in the above-captioned matter and to advise you that this letter and attachments have been filed electronically with the Commission's electronic comment filing system. On March 24, 2006, Vince Aragona, National Director- Network Engineering, Implementation and Operations of ClearLinx Network Corporation LLC ("ClearLinx") and I met with Jeremy Miller, Deputy Chief, Wireline Competition Bureau, Competition Policy Division, and Jonathan Reel regarding the above-captioned matter.

We discussed the issues raised in Reply Comments filed by ClearLinx on March 1, 2006. These issues included the need for ClearLinx's access to electric and telephone distribution system pole tops for attachments and blanket prohibitions against such access being imposed by some electric utilities. We discussed how other electric utilities allow the placement of pole top attachments for their own affiliates' Distributed Antenna Systems as well as for third party attachments to pole tops, in contrast to those electric utilities barring pole top attachments.

We also discussed the imposition by some electric utility pole owners of non-cost based attachment rates for pole top attachments that exceed cost-based rates by large multiples and create entry barriers. Additional issues included the need for placement of meters and other DAS equipment on utility poles, rather than on off the pole pedestals located in public ways and requiring undue costs, delays and local permitting risks. Municipal disfavor of placement of extra poles, extra cross arms and separate pedestals in the streets was discussed.
We discussed concurrence with Fibertech on the need for a more expedited and predictable process for obtaining aerial licenses from pole owners and for a more efficient make ready process.

We provided Mr. Miller and Mr. Reel with the attached documents, which illustrated acceptance of pole top attachments by some electric utilities and by an ILEC. See National Grid and Dominion documents attached as Exhibit A. The attached documents also included a sample addendum required by an electric utility that refused to allow any pole top attachments and that proposed to charge hundreds of dollars per year for attachments by DAS service providers like ClearLinx. See Pole Attachment Agreement Addendum attached as Exhibit B.

Finally, ClearLinx noted that allowance of pole top attachments at cost-based rates is needed in order to foster technological neutrality, enable the deployment of wireless high-speed data services in a reliable and efficient manner and remove anti-competitive entry barriers.

Do not hesitate to contact me if you have any questions.

Sincerely yours,

/s/ Alan D. Mandl

Alan D. Mandl*

*Admitted in Massachusetts and Rhode Island only,
and involvement in District of Columbia limited to
federal agency matters

Attachments

cc: Jeremy Miller, Deputy Chief, WCB
Jonathan Reel, Attorney, WCB
Vince Aragona
Terry Ray
Kris Bennett

EXHIBIT A

Wireless Infrastructure
Towers
Site Development
DAS

Wireless Services
Fiber Networks

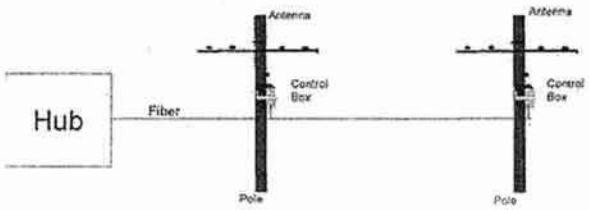
DAS

As a complement to our tower solutions, we provide cost effective, neutral host alternatives throughout the Northeast for improved coverage and capacity in hard-to-zone areas, typically through the use of shared fiber-based infrastructure.

With National Grid Wireless, you benefit from the depth of our resources and our core expertise:

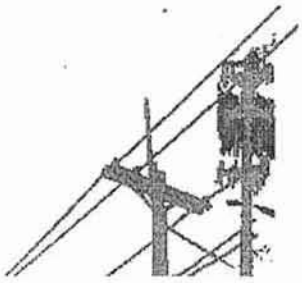
- Telco facilities construction, ownership, and operations
- Fiber network construction, ownership, and operations
- Right-of-way and related technical/operational capabilities
- Strong relationships between National Grid US, other utility companies and federal, state and local authorities throughout the Northeast
- Long-term partnership pricing, financial stability and a proven neutral host model

Outdoor DAS Network Overview Using Utility Poles



- The wireless carriers locate their equipment at the hub.
- The signals are delivered over fiber to the control boxes.
- Control boxes are mounted on a pole with an antenna.

Prior to the deployment of a DAS (distributed antenna system) network we provide an in-depth DAS equipment vendor review (RF performance, customer acceptance, reliability, FCC interference issues, etc.), regulatory assessment (pole access and pricing) and a detailed technical standard (technical remote unit attachment standard for utility distribution poles) that is gaining wide acceptance and positive customer feedback.



To date, we have focused primarily on using distribution poles, light poles or stop lights for multi-carrier capable distributed antenna systems (DAS) throughout the Northeast. However, we are currently pursuing **airport/subway, tunnel, campus, stadiums/sports arena, shopping centers/malls, convention centers and other in-building opportunities.**

In support of its DAS business, National Grid Wireless has or is in the process of filing to become a licensed telecom provider throughout the Northeast. The list of states includes:

- Connecticut
- Delaware
- Massachusetts
- Michigan
- New Hampshire
- New Jersey
- New York
- Ohio
- Pennsylvania
- Rhode Island
- Virginia
- Vermont
- Washington, DC

Our first network was launched on Nantucket Island, Memorial Day 2004. The main shared DAS elements include: base station hotel facilities, fiber network, remote unit control box, shelter, UPS,

shared antennas, help desk services and full system maintenance. It is the largest outdoor multicarrier system in the US. We have since deployed in several other communities and have a growing pipeline of projects in development throughout the Northeast.

Dominion
It all starts here.

HAVE YOU SEEN D TODAY?

Antenna Topics:

- Overview/Home
- Other Types of Attachments
- Request Form
- Contact Us

Wireless Antennas on Electric Distribution Pole

Wireless communication systems provide a tremendous benefit to our society and way of life.

It is becoming more common to mount wireless communication antennas on utility poles in order to reduce the impact on communities by reducing the need for large stand-alone towers or poles.

- Contact Dominion to make a joint use attachment request.

- You also can e-mail us or call for additional information.

Antenna Attachment Agreement
Revised 11/19/03

LICENSEE COMMUNICATION ANTENNA SCHEMATIC

FORM 14

ANTENNA DATA
MANUFACTURER :

MODEL _____

HEIGHT ____FT ___IN

LENGTH ____FT ____IN

WIDTH ____FT ____IN

WEIGHT _____LBS

POWER CABLE

MULTI GRND NEUTRAL

LICENSEE CABLE

VERIZON CABLE

POLE MTD TERMINAL EXISTING

COMMUNICATION ANTENNA SHOULD NOT BE LOCATED ON POLE CONTAINING EXISTING RISERS AND CABINET FIXTURES e.g., AIR DRYER, APPARATUS CASE, LOAD COIL, CROSS-CONNECT CABINET.

POWER SUPPLY CABINET MUST BE ATTACHED WITH BRACKETS WHICH ALLOW MINIMUM 3 INCHES CLEARANCE BETWEEN POLE AND CABINET.

POLE DATA

POLE HEIGHT=_____FT

POLE CLASS=_____

POLE CONDITION*_____

***GOOD.FAIR.POOR**

GROUND LEVEL

POWER SUPPLY MANUFACTURER:

_____

MODEL _____

Length = ____FT ____IN

Height = ____FT ____IN

Width = ____FT ____IN

Weight = _____ **LBS**

MINIMUM CLEARANCE = 31 INCHES

TOP OF POWER SUPPLY =

____FT

____IN

MINIMUM GROUND CLEARANCE AS PER APPLICABLE NESC REQUIREMENTS BASED ON POLE LOCATION

LICENSEE NAME: _____

APPLICATION #

_____

STREET NAME: _____

TEL ROUTE #

_____

TEL POLE # _____

ELCO POLE # _____

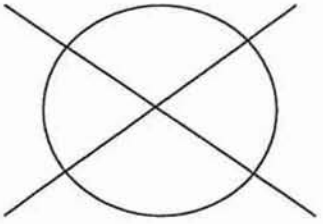
MUNI: _____

STATE: _____

ELCO NAME: _____

INDICATE POWER SUPPLY LOCATION BY SHADING IN QUADRANT

ROAD SIDE



FIELD SIDE

NOTE: POWER SUPPLY MUST BE MOUNTED ON QUADRANT OPPOSITE EXISTING VERIZON POLE MOUNTED TERMINAL

NOTE:
LICENSEE MUST HAVE CURRENTLY APPROVED ELECTRIC COMPANY COMMUNICATION ANTENNA AND POWER SUPPLY INSTALLATION SCHEMATIC FILED WITH VERIZON PRIOR TO SUBMITTING ITS COMMUNICATION ANTENNA ATTACHMENT APPLICATION.

35 kV MAX. DISTRIBUTION WOOD POLE MOUNTED METERED POWER SUPPLY AND ANTENNA INSTALLATIONS

1. APPLICATION - This STANDARD covers installation details for distribution wood pole mounted, metered, secondary service to power supplies and antenna communication equipment.

2. GENERAL – All installations shall be made in compliance with all applicable codes including the NESC and NEC along with wiring inspector requirements. New England installations shall comply with the current National Grid's "Information and Requirements for Electric Service" book and New York installations shall comply with the current National Grid's "Specifications for Electrical Installations" (ESB 750) book. The communication company shall contact the National Grid Company office serving the area involved and also obtain agreement from all other affected pole occupants and/or owners. The communication company shall submit all appropriate documentation in a timely fashion to allow for necessary engineering and construction to take place.

3. LOCATION - Poles selected for communication mounted equipment shall be relatively clean poles, free of any other major equipment, and accessible by bucket truck throughout the year. Poles with airbreak or loadbreak switches, line reclosers, sectionalizers, capacitors, transformers, any type of risers, major communications or fire alarm equipment, ect., shall be avoided.

4. DIVISION OF RESPONSIBILITY – The communication company shall adhere to all of the following installation details. No changes shall be made without advance approval from National Grid's Overhead Standards Department.

1. Rain tight weatherhead shall be mounted in a location suitable for the ELECTRIC company to form a drip loop and make secondary connections. (see Figure 3 & 4)

2. Service entrance cable shall be #10 stranded copper, insulated THWN, THHN, or SE conductor suitable for outdoor use. The cable shall include two black insulated conductors and one white insulated conductor and shall extend 24" minimum beyond the weatherhead to form a driploop and make secondary connections.

3. Electric service conduit shall be 1" PVC schedule 40 minimal, sunlight and weather resistant, direct and weather sealed to the meter socket enclosure. Conduit straps shall not exceed 30" intervals.

4. Approved meter socket shall be installed onto the quarter of the pole away from vehicular traffic. The meter shall be a ringless socket, sealable, with safety arc shield and approved single handle-operated bypass. Use of automatic bypass is not permitted. The meter socket shall be approved by an Authority of Higher Jurisdiction (AHJ) accepted organization concerned with product evaluation and carry the label of that agency. New York commercial meter socket installations shall meet ESB 750, Appendix 2 and ESB 751 requirements.

35 kV MAX. DISTRIBUTION WOOD POLE MOUNTED METERED POWER SUPPLY AND ANTENNA INSTALLATIONS

5. Bracket system, (NGRID Code #800702 or equivalent), for mounting socket to pole. (See Figure 2.). Attach bracket to pole with galvanized lag screws and socket to bracket with stainless steel bolts, nuts and lockwashers.

6. Disconnect and overcurrent protection shall be limited to 30A maximum service rating and may be located in a separate compartment from the meter socket.

7. Grounding shall consist of #6 solid, covered, soft drawn, copper down ground, and copper or bronze connectors, galvanized steel or copperclad 5/8" x 8' ground rod(s). An additional ground rod shall be installed if it is necessary to lower the resistance to earth. All equipment shall be bonded to the grounding system. The communication company shall leave enough grounding conductor coiled at the location of the weatherhead for final connection by the ELECTRIC company to their aerial ground wire / system neutral conductor. This ground arrangement shall apply unless local requirements specify otherwise.

8. A single power supply shall be located onto the back side of the pole away from vehicular traffic and the maximum weight shall not exceed 670 lbs. All mounting equipment shall be galvanized.

9. If needed, an antenna shall be mounted via an approved method at the top of the distribution pole. The antenna maximum weight shall not exceed 110 lbs and the maximum height shall be 104" including any mounting hardware. The minimum horizontal clearances between the antenna and any primary conductor shall be as follows.

$\text{Voltage}_{L\text{-}L}$	Minimum Clearance
15 kV	12"
34.5 kV	26"

10. If needed, a cable shall be directly routed from the antenna to the power supply inside a 2" PVC RiserGuard schedule 40 minimal, sunlight and weather resistant.

11. If needed, fiber shall be directly routed from the power supply to the splice box inside a 2" PVC RiserGuard schedule 40 minimal, sunlight and weather resistant.

Following the municipal wiring inspector's approval of the construction by others, the ELECTRIC company shall provide all connections to the secondary supply conductors including the communication company's grounding conductor. The ELECTRIC company will also set the meter, with a polycarbonate cover.

NOTE: If needed, a communication company qualified electrical worker shall complete all work above a point 2' below the secondary.

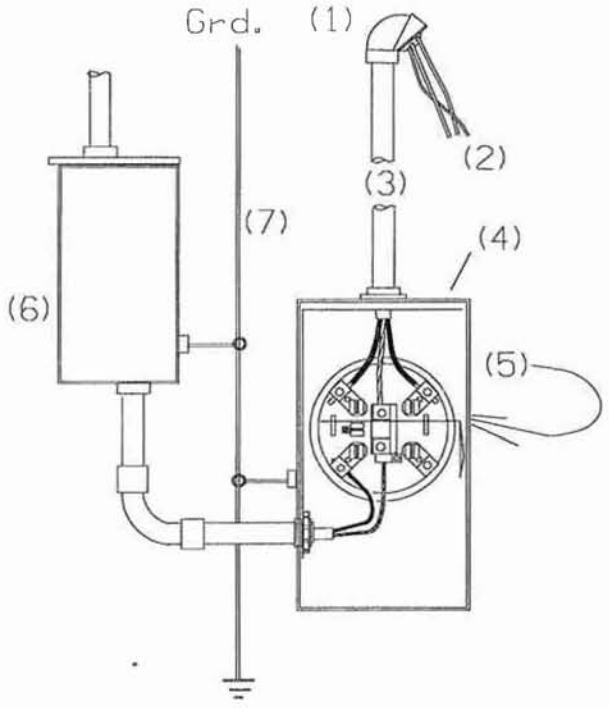


Figure 1
Detail of Socket Connections

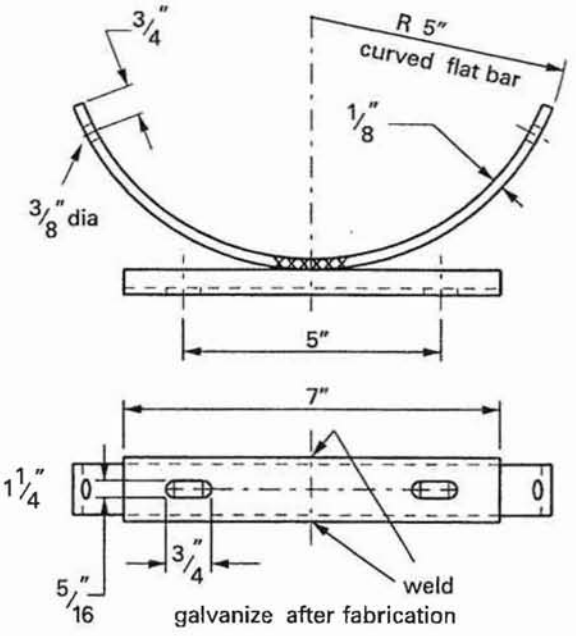


Figure 2
Meter Socket Bracket

35 kV MAX. DISTRIBUTION WOOD POLE MOUNTED METERED POWER SUPPLY AND ANTENNA INSTALLATIONS

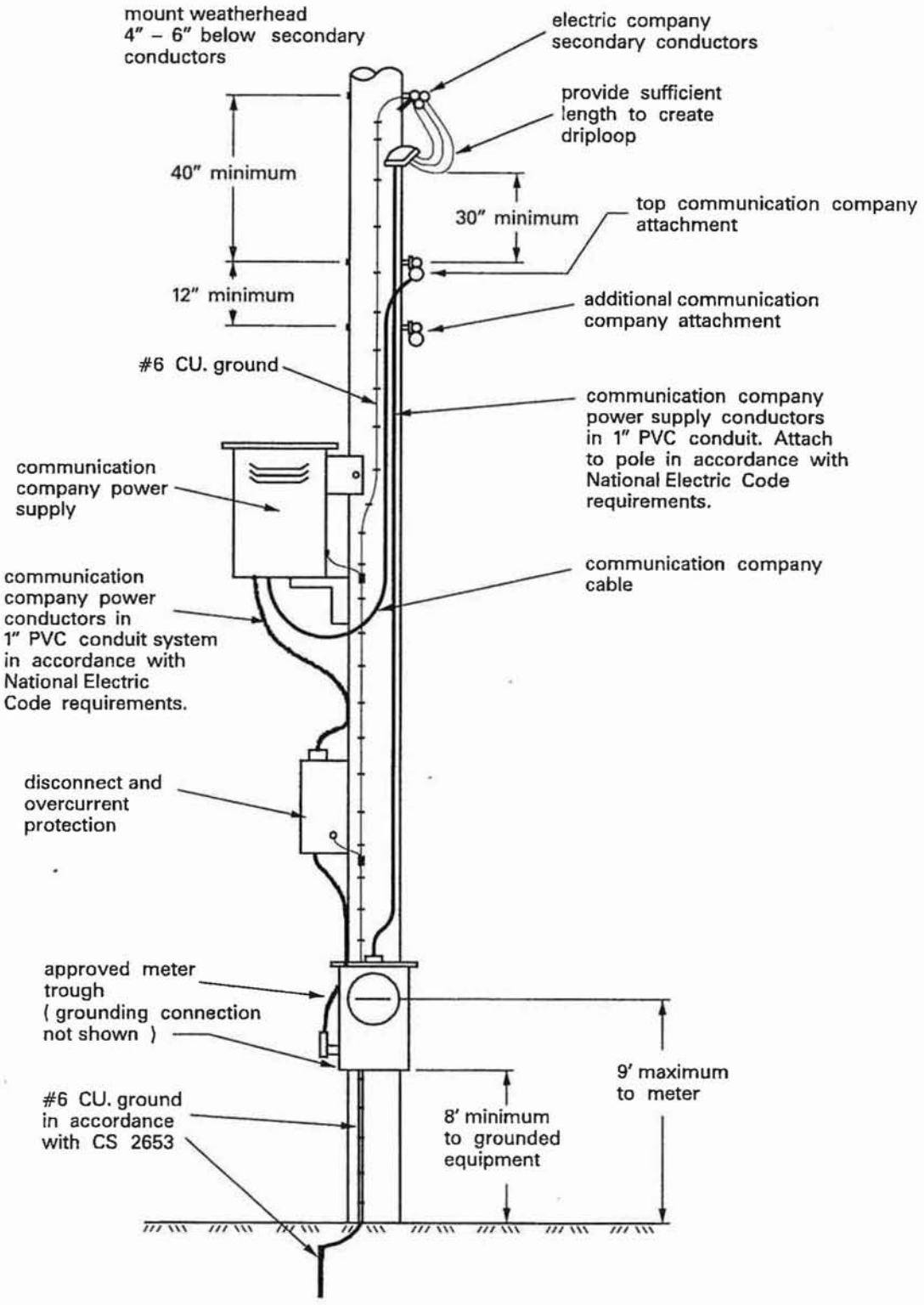


Figure 3 – Power Supply Installation Details

Supersedes 4/99 Issue – Added Wireless Communication Installation Details

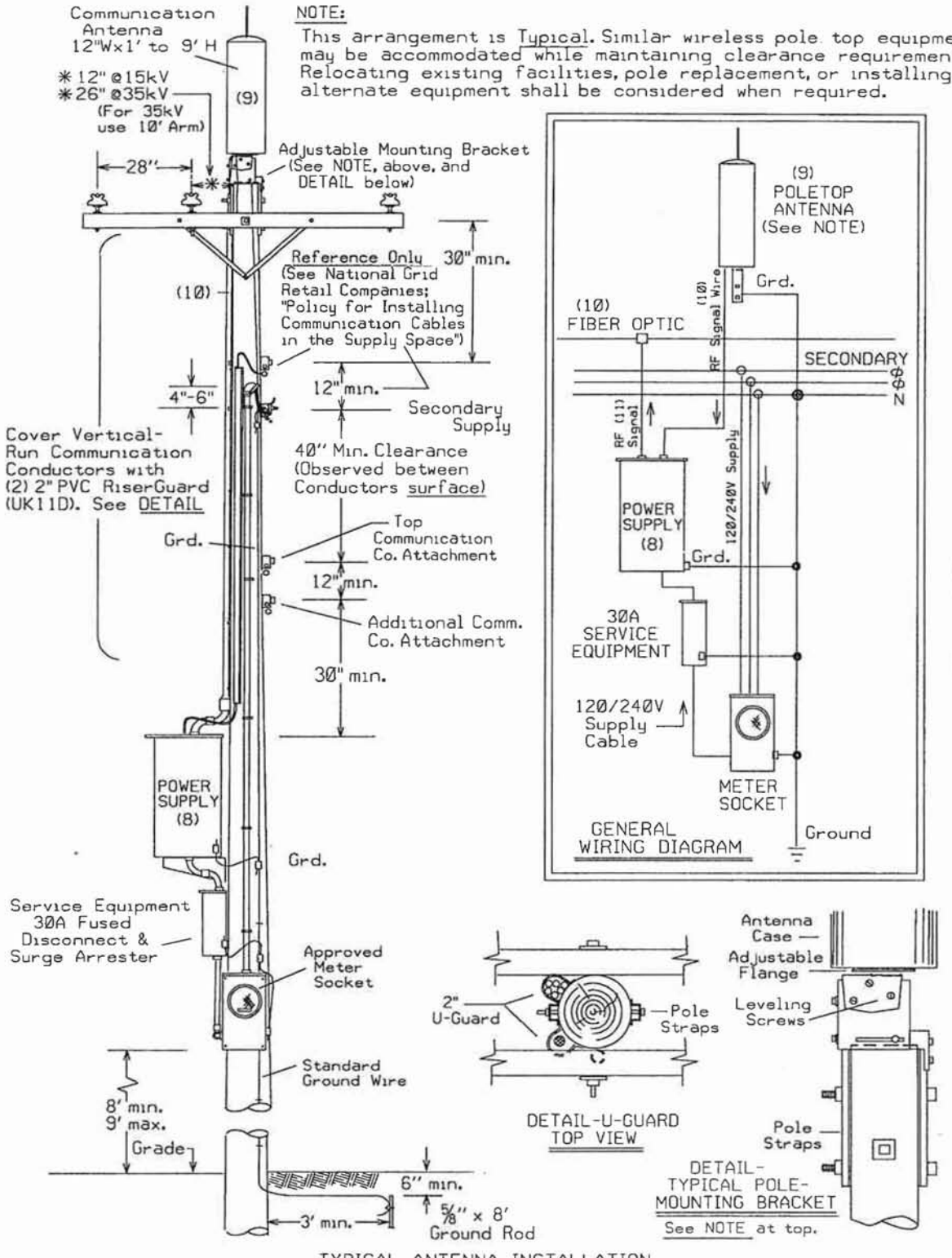


Figure 4 – Wireless Communication Installation Details

Supersedes 4/99 Issue – Added Wireless Communication Installation Details

EXHIBIT B

ADDENDUM TO
POLE ATTACHMENT AGREEMENT
FOR COMMUNICATION ANTENNA ATTACHMENTS

THIS AGREEMENT, dated as of _____, is an Addendum ("Addendum") to the Pole Attachment Agreement for Communication Antenna Attachments dated _____ by and between BOSTON EDISON COMPANY, a Massachusetts corporation and electric company, as Licensor, VERIZON NEW ENGLAND, INC. , also as Licensor, and _____, as Licensee (the "Agreement"). The parties to this Addendum are Boston Edison Company and _____. only.

The parties desire to supplement the terms and conditions of the Agreement with certain additional terms, set forth herein, that will be applicable between them only, and will not affect in any way the interest of any other party to the Agreement. Any capitalized terms not defined herein shall have the same meaning as in the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the parties hereby agree as follows:

1.0 Definition of Wireless Attachment

"Wireless Attachment" for purposes of this Agreement shall mean the (*insert antenna names*) each as described in the drawings attached as Schedule 1.0 hereto, including the supporting structures, if any, affixed to the utility pole, the power supply for the antenna (if any) and the wiring and hardware connecting or supporting such elements. In no event shall any Wireless Attachment be placed at the top of any distribution pole, or otherwise within the electric supply space on the pole (including all required clearances).

2.0 Location of Wireless Attachment

Licensee shall place the Wireless Attachment within the "communications space" on each pole, as designated by the Licensors. In no event shall any portion of the Wireless Attachment encroach on "power supply space" of any pole, including all required safety clearances. In no case shall vertical attachments be permitted through the "power supply space" on any pole. Notwithstanding anything to the contrary herein contained, if the Licensee determines that the communications space on a specific pole location does not provide sufficient height to meet Licensee's operational requirements, Licensor agrees that, at Licensee's sole cost and expense, it will install in such location a new utility pole with greater height

(not to exceed 45 feet), in order to accommodate the location of the Licensee's facilities in the communication space of such taller pole. Licensee acknowledges that the placement of such taller pole may require adjustments to adjoining utility poles (depending on the height of such existing poles), and agrees that costs relating to any such required adjustments shall be included in the make-ready costs under this Agreement. As an alternative, if the placement of such taller pole is precluded for any reason, and Licensor has available space outside the safety perimeter on electric substation real property owned by Licensor in the vicinity, Licensor agrees to erect, at Licensee's election and sole cost and expense and subject to Licensee's compliance with any local permitting requirements, a non-utility pole outside the safety perimeter on or within such substation property, and allow Licensee to place the Wireless Attachment at the top of such newly installed non-utility pole.

3.0 License Fee for Wireless Attachments

For each Wireless Attachment, Licensee shall pay Licensor a License Fee of FIVE HUNDRED EIGHTY DOLLARS ($580.00) per year, in advance. This License Fee shall be in addition to any make-ready, inspection or other fees described in the Agreement, but shall be in lieu of the Attachment Fees specified in Section 3.1.1 of the Agreement. This License Fee shall not be increased or decreased during the five-year term of this Agreement. The License Fee does not include any charges for the supply of electricity to any Wireless Attachment, which shall be governed by the applicable tariff or separate agreement.

4.0 Payment Obligation

Notwithstanding any other provision of the Agreement, failure of Licensor to provide an annual bill for License Fees shall not excuse Licensee's obligation to make payment for License Fees as and when due.

5.0 Specifications

In addition to the applicable requirements set forth in Section 6.1 of the Agreement, Licensee shall install all Wireless Attachments in strict accordance with Licensor's **CONSTRUCTION REQUIREMENTS FOR DISTRIBUTED ANTENNA SYSTEM (DAS) IN THE COMMUNICATION SPACE** (Rev. #1, dated March 4, 2004), a copy of which is attached hereto as Schedule 5.0.

6.0 City or Town Permits

Licensee acknowledges the following:

Prior to placement of Licensee's attachments, Licensee must obtain permission from the appropriate municipality, state or federal entity responsible for authorizing Licensee to occupy space in the public way. If the pole is located on

private property, a letter of permission from a private property owner must be obtained. In planning Licensee's project, Licensee must consider that the process for obtaining permissions can be lengthy. Some municipalities have numerous requirements, including but not limited to:

- Required public hearings
- Issuance of public notice
- Municipal licensing documents

Licensee must be aware that each municipality has its own rules and regulations and time frames concerning the granting of permission to occupy the public right of way. It is the Licensee's responsibility to work with and understand what each municipality requires.

In addition to the applicable requirements set forth in Section 6.2 of the Agreement, and prior to commencement of any attachment work, Licensee shall provide to Licensor a copy of all permits, licenses and authorizations obtained by Licensee from any city or town with jurisdiction for the installation of Wireless Attachments on utility poles in the public ways in such jurisdiction.

7.0 Additional City of Town Requirements

In addition to the applicable requirements set forth in Section 6.3 of the Agreement, in the event any city or town imposes additional burdens or obligations on Licensor as a result of, or in connection with Licensee's proposed Wireless Attachments, Licensor shall have no obligation to grant an attachment license, unless Licensee agrees to assume and perform such additional burdens or obligations (including, without limitation, payment of any fees or charges imposed by such municipal authority or any agency thereof), and, in addition, agrees to indemnify, defend and hold harmless Licensor from and against any liability associated with such additional burdens or requirements.

8.0 Radio Frequency Interference

In addition to the applicable requirements set forth in Section 7.1.1 of the Agreement, Licensee shall be responsible for (a) installing the Wireless Attachments in a manner to avoid any worker health or safety issues arising from radio waves, and (b) abating any radio-frequency (RF) interference created by, or associated with the Wireless Attachments. Licensor shall notify Licensee of any such interference with Licensor's own equipment, and Licensee shall have thirty (30) days following such notification to permanently abate or resolve such interference, failing which Licensor shall have the right to disconnect Licensee's equipment.

9.0 Relocation

In addition to the provisions set forth in Section 7.1 of the Agreement, in the event that a pole to which a Wireless Attachment has been made needs to be replaced with a new pole for any reason, Licensee agrees to act promptly in relocating its facilities to the new pole, but in no event later than ten (10) days after notification (which may be effected through the use of a computerized pole attachment tracking system used by multiple companies) that the new pole has been set by the Licensor or joint owner of the pole. If Licensee fails to promptly relocate its facilities, Licensor shall have the right (a) to effect such relocation, at Licensee's sole risk, cost and expense, and without liability or recourse to Licensee, except for gross negligence or willful misconduct, and (b) to charge Licensee for any fines, penalties or charges incurred by Licensor or joint owner of the pole to any third party, including, without limitation, any municipality or agency thereof, or other attacher to the pole, as a direct or indirect result of such failure of Licensee to relocate its Wireless Attachments in a timely manner.

10.0 Post-Construction Inspection

Notwithstanding Section 8.2, Licensor shall have the right (but not the obligation) to conduct Post-construction Inspections on up to 100% of all poles to which Wireless Attachments have been made.

11.0 Periodic Inspections

In addition to the provisions of Section 8.6, Licensee shall pay to Licensor in advance of any periodic inspection the estimated cost of such inspection. Following the completion of the inspection, Licensor shall reconcile the actual costs incurred in the inspection with the estimated payment and provide such reconciliation to Licensee, with reasonable supporting detail. Licensee shall pay any deficiency resulting from such reconciliation, and Licensor shall refund to Licensee any over-collection resulting from such reconciliation within thirty (30) days of submittal of the reconciliation. No interest shall be applied to either deficiency or over-collection, if payment is made within the thirty-day period.

12.0 Assignment of Rights

In addition to the provisions of Section 11.1, no assignment of rights under this Agreement shall be effective unless and until Licensor shall have received from the proposed assignee a written assumption of all of the obligations of Licensee under this Agreement.

13.0 Access to Records

In addition to the provisions of Section 15.9, Licensee, upon receipt of written request, shall provide access to Licensee's pole attachment records for purposes of verification of location, type and nature of any attachments, as well as any billing, payment and maintenance and relocation history.

14.0 Power Interruption.

If Licensor or any of its employees or agents need to move closer to the Wireless Attachment than the minimum distance shown on appropriate signage, the Licensee and Licensor agree to establish a mutually agreeable time for the Wireless Attachment to be deactivated (wilted) by Licensee. The deactivation will de-energize all sources of power, including battery backup and RF emission. In an emergency situation not presenting a safety hazard, Licensee will immediately deactivate the antenna upon request. In the event of an emergency situation (such as, but not limited to a downed pole), Licensor shall have the right to make the area safe, including disconnection of all devices.

15.0 Miscellaneous

This Addendum, together with the referenced Schedules, forms a part of the Agreement. It is the intent of the parties that this Addendum be construed in harmony with the other provisions of the Agreement to the greatest extent possible; however, in the event of any conflict or inconsistency between the provisions of this Addendum or any Schedule and the other provisions of the Agreement, the provisions of this Addendum and such Schedule shall control with respect to any Wireless Attachments.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Addendum as a sealed instrument, by and through their respective duly authorized representatives as of the date first above written.

BOSTON EDISON COMPANY, Licensor

By: _____
Name: _____
Title: _____

_____ **Licensee**

By: _____
Name: _____
Title: _____